

REMARKS

This is in response to the Office Action mailed on October 5, 2006. Claims 1 and 15 have been amended. Claims 1-22 and 24-39 are presently pending. No new matter has been added.

§101 and §112 Rejections

Claims 15-21 were rejected under 35 U.S.C. §101 because the claimed invention is directed to non-statutory subject matter. Claims 15-21 were rejected under 35 U.S.C. §112, first paragraph, as failing to comply with the enablement requirement. The Applicant has amended claim 15 to recite a machine readable storage medium. The Applicant believes that this amendment addresses the rejections. Accordingly, the Applicant requests withdrawal of this rejection.

§102 and §103 Rejections

Claims 1-6, 9-17, 19-21, 27, and 31-39 were rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,980,972 to Allibhoy et al. ("Allibhoy"). Claims 7, 22, and 24-26 were rejected under 35 U.S.C. §103(a) as being unpatentable over Allibhoy in view of U.S. Patent No. 5,987,434 to Libman ("Libman"). Claim 8 was rejected under 35 U.S.C. §103(a) as being unpatentable over Allibhoy in view of U.S. Patent No. 5,883,940 to Thornton ("Thornton"). Claims 10 and 28-30 were rejected under 35 U.S.C. §103(a) as being unpatentable over Allibhoy in view of U.S. Patent No. 6,247,047 to Wolff ("Wolff"). The Applicant traverses these rejections.

Independent claims 1 and 15 recite triggering notification of the identified specific merchant to allow the specific merchant to directly complete a transaction with the customer. A direct transaction between the merchant and the customer is not taught or suggested by the cited references. In particular, the transaction in Allibhoy is not directly completed between the merchant and customer but instead the transaction in Allibhoy includes a middleman. The system of Allibhoy describes an ATV Controller 109 and a Network Operator 101, one or both of which is a middleman between the Receiver 103 (i.e., customer) and Content Provider 105 (i.e., merchant). (See, e.g., Figures 1 and 4 of Allibhoy.) The Receiver performs a transaction with the ATV Controller (or the Network Operator 101) which then informs the Content Provider at the completion of the transaction. (Allibhoy, Col. 8:64-67; 10:52-67; 11:1-26.) Allibhoy teaches, for

example, “the checkout process is completely under the control of ATV Controller 109.... ATV Controller 109 acts as a conduit between the end user and the Content Provider, for example by providing billing information from the user (or from the user’s profile) to the Content Provider and providing delivery and status information from the Content Provider to the end user.” (Allibhoy, Col. 10:52-67.) Allibhoy describes this arrangement as a preferred embodiment and identifies other arrangements in which the Network Operator 101 acts as a middleman between the Receiver and Content Provider. Allibhoy only teaches and describes embodiments that include a middleman between the Receiver and Content Provider for completing a transaction. There is no embodiment in Allibhoy teaching or suggesting that the Receiver and Content Provider directly complete a transaction, as recited in claims 1 and 15. Therefore, Allibhoy fails to teach or suggest every element of the claims.

None of the other cited references address this deficiency of Allibhoy. For at least these reasons, claims 1 and 15, as well as claims 2-14, 16-21, and 27-39 which depend therefrom, are patentable over the cited references. The Applicant respectfully requests withdrawal of the rejections of these claims.

Independent claim 22 recites a communication device that automatically initiates video conferencing between the customer and the specific merchant when a response to an interactive advertisement is detected. The Office Action admits that Allibhoy does not teach or suggest video conferencing but asserts that Libman discloses this claim element. (Office Action, p. 10.) This is not the case, however, because Libman only discloses using video conferencing as one method of presenting sales pitches to potential customers. (Libman, Col. 14:49-57.) The video conference in Libman is not automatically initiated when the customer responds to an interactive advertisement. Therefore, neither Allibhoy nor Libman, alone or in combination, teach or suggest every element of claim 22.

None of the other cited references address these deficiencies of Allibhoy and Libman.

For at least these reasons, claim 22, as well as claims 24-26 which depend therefrom, are patentable

over the cited references. The Applicant respectfully requests withdrawal of the rejection of these claims.

The dependent claims include other patentable features. For example, claims 27-29 recite registering a merchant-preferred method for automatically notifying a merchant when a customer response to an interactive advertisement is detected. The Office Action acknowledges that Allibhoy does not teach these elements and cites Wolff therefor. (Office Action, p. 11.) Wolff, however, discloses only notifying the merchant after a transaction has been completed with a middleman (the host server), not when a customer responds to an interactive advertisement. This notification is not automatic.

Referring to Figures 3 and 4 of Wolff, the user responds to a banner by selecting the banner in step 202 of Figure 3. (Wolff, Col. 8:56-64.) The user and host server perform numerous additional steps 204-242 to complete a transaction as illustrated in Figure 3 and described at Col. 8:65-10:25 of Wolff. During this process, the merchant is not informed of the user's response to the banner. One of the steps is the requirement for the user to input data regarding the product after already responding to the banner. (Step 214 - Wolff, Col. 9:36-45.)

The host server only informs the merchant of the transaction in steps 306-314 of Figure 4. (Col. 11:41-12:9.) Wolff teaches that the process of informing the merchant of the transaction (which begins with step 300 of Figure 4) occurs only when "the transaction is complete from the user's point of view.... Host server 12 reaches step 300 after generating acknowledgment page 136 as step 242." (Wolff, Col. 11:26-32.) Such a delayed process for informing the merchant of user response to the banner, including the requirement of further user input in step 214, is not an automatic notification of the merchant.

Moreover, there are several decision points during this process which result in the merchant not being informed. (See, e.g., step 216 - selection of a cancel icon (Col. 9:46-48), step 236 - selection of a cancel icon (Col. 10:37-39.)) Again, this does not constitute automatic notification of the merchant because the merchant may not be notified of user response to an interactive advertisement.

None of the other cited references address these deficiencies of Allibhoy and Wolff. For at least these additional reasons, claims 27-29 are patentable over the cited references. The Applicant respectfully requests withdrawal of the rejection of these claims.

Claim 33 recites registering a merchant-preferred category of customers based on frequent shoppers of a particular product. The portion of Allibhoy cited by the Office Action (Col. 12:14-15, 18-21) to reject this claim does not teach or suggest any merchant-preferred category, much less a category of customers based on frequent shoppers of a particular product. If this rejection is maintained, the Applicant respectfully requests that a more complete explanation of the basis for the rejection be provided. For at least these additional reasons, claim 33 is patentable over the cited references. The Applicant respectfully requests withdrawal of the rejection of this claim.

In view of the above, each of the presently pending claims in this application is believed to be in immediate condition for allowance. Accordingly, the Examiner is respectfully requested to pass this application to issue. If the Examiner has any questions or concerns, the Applicant encourages the Examiner to contact the Applicant's representative, Bruce Black, by telephone to discuss the matter.

Dated: December 29, 2006

Respectfully submitted,

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